

Article 18

Leaves of Absence Without Pay

Section 1. Eligibility

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the successful completion of their probationary period. The leaves of absence without pay listed in this Article are illustrative of the specific types of such leaves of absence and are not all inclusive.

Section 2. Request Procedure

Any request for a leave of absence without pay shall be submitted in writing by the employee to the employee's immediate supervisor at least, except under emergency circumstances, thirty (30) calendar days in advance of the proposed commencement date for the leave. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall consult with the appointing authority and furnish a written response within twenty (20) calendar days of the request.

Section 3. Approval

Except as otherwise provided in this Agreement, employees may be granted a leave of absence without pay at the discretion of the Appointing Authority for a period up to six (6) months. The Employer shall consider its operational needs, the employee's length of service, performance record and leave of absence history in reviewing requests for a leave of absence. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious. Only under bona fide mitigating circumstances may a leave of absence be extended beyond six (6) months.

An employee may elect to carry a balance of annual leave not to exceed eighty (80) hours during a leave of absence. An annual leave balance in excess of eighty (80) hours up to a maximum of two hundred forty (240) hours may be carried with the written approval of the appointing authority. Such leave balances shall be made available to the employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

Payment for annual leave due an employee who fails to return from a leave of absence shall be at the employee's last rate of pay.

Section 4. Educational Leave of Absence

The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to one (1) year if the employee fulfills the following criteria.

To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave of absence can become effective, a curriculum plan and proof of enrollment must be submitted by the employee to his/her Appointing Authority. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Employer. The Employer shall approve or deny the request for leave of absence without undue delay. Any denial shall include a written explanation of the denial, if requested by the employee.

Section 5. Medical Leave of Absence

Upon depletion of accrued sick leave credits, an employee upon request shall be granted a leave of absence for a period of up to six (6) months upon providing required medical information for personal illness, injury or temporary disability necessitating his/her absence from work, if that employee is in satisfactory employment status. This guarantee shall only apply when the employee has had less than six months medical leave of absence during the preceding five years. Any leave of less than two consecutive full pay periods will not count toward the six month entitlement in any five consecutive years. In all other cases an employee may be granted such leave of absence for the above reasons. Such leave shall be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

In addition to the operational needs of the Employer and the employee's work record, the Employer in considering requests for extension will consider verifiable medical information that the employee can return at the end of the extension period with the ability to fully perform the job. When an employee, who has exhausted a medical leave of absence extended to one (1) year duration is required to be in employee status in order to collect an awarded employment related benefit, the Employer agrees to retroactively extend such medical leave of absence solely to afford the employee the opportunity to receive such benefit.

In all other circumstances, a request to extend a medical leave of absence for more than one (1) year may be granted in the sole discretion of the Employer, and only upon sufficient evidence being presented that the employee will, upon expiration of the extension, be able to return to full performance of duties. A denial of such request shall not be grievable, except under Article 23, Section 2, Non-Discrimination. Employees who have completed an initial probationary period and are in satisfactory employment status, and who after providing the information as required by this article, are subsequently not granted a medical

leave of absence, shall upon providing medical certification of the employee's ability to return to their regular job responsibilities, be entitled upon request to have their name placed on the Departmental recall list in accordance with Article 13 provided that such medical certification is presented within two years of the date of medical layoff. Employees recalled under this provision shall not have such time treated as a break in service.

The Employer reserves the right to have the employee examined by a physician selected and paid by the Employer for the employee's initial request, extension and/or return to work.

Section 6. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave of absence as provided under Civil Service Commission Rules as they existed on the effective date of this Agreement and applicable statutes.

Section 7. Leave for Association Business

The Employer shall grant requests for leaves of absence to employees in this Unit upon written request of UTEA and upon written request of the employee, subject to the following limitations:

- A. The written request of UTEA shall be made to the employee's Appointing Authority and shall indicate the purpose of the requested leave of absence.
- B. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with UTEA, the request shall state what the office is, the term of such office and its expiration date. This leave shall cover the period from the initial date of election or appointment through the expiration of the first full term of office, not to exceed three (3) years.
- C. If the requested leave of absence is for the purpose of permitting the employee to serve as a staff representative for UTEA, such leave shall be for a minimum of six (6) months but shall not exceed three (3) years.
- D. The Employer is not obligated to grant such leaves of absence for more than one (1) employee from any one Department.

Section 8. Waived Rights Leave of Absence

The Employer may grant a waived rights leave of absence to an employee in those situations when an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. Employees do not have the right to return to state service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All

requests for a waived rights leave of absence must be made to the Employee's Appointing Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave.

The Employer shall provide and the employee shall sign the following statement at the time a waived rights leave of absence is granted:

"I understand that an employee granted a waived rights leave of absence does not have a right to return to State service at the end of such leave of absence, but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave."

Section 9. Parental Leave of Absence

Upon written request, an employee who is pregnant or whose wife is pregnant shall be granted parental leave for up to six (6) months. Such leave shall apply in cases of adoption as well as natural birth. Parental leave for the mother shall commence immediately following the mother's medical leave or upon adoption of a child. Parental leave for the father shall commence no sooner than birth and no later than six (6) weeks following the birth or upon adoption of a child.

Section 10. Return from Leave of Absence

An employee returning from an approved leave of absence of sixty (60) calendar days or less will be restored to his/her previous permanent assignment.

An employee returning from an approved leave of absence of more than sixty (60) days may be temporarily assigned until a permanent assignment is made in accordance with Article 16, Assignment and Transfer. In accordance with the provisions of this Agreement, the Employer shall make a good faith effort to place the employee back in the assignment and position they held prior to their leave of absence. Employees who request an earlier return to work prior to the expiration of an approved leave of absence may return only with the approval of the Appointing Authority and will be temporarily assigned until a permanent assignment is made in accordance with Article 16, Assignment and Transfer.

Section 11. Layoff

Employees on a leave of absence who would be laid off if they were in active employment status shall not be exempt from layoff by virtue of being on a leave of absence.